

From: [Jeanne Briskin](#)
To: [Cynthia Sonich-Mullin](#); [Michael Overbay](#)
Cc: [Alice Gilliland](#); [David Jewett](#); [Gary Foley](#)
Subject: Re: Fw: Discussions of Prospective Case Study
Date: 01/16/2013 10:45 AM
Importance: High
Attachments: [4-11-12 Draft MOU NETL project wth Range response to changes.docx](#)

U.S. FOIA Exempt (b) (5)

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▼ Jeanne Briskin---01/10/2013 04:21:00 PM---Have we seen this April 2012 draft MOU before? In either case, what is our view on the approach prop

From: Jeanne Briskin/DC/USEPA/US
To: Gary Foley/RTP/USEPA/US@EPA, David Jewett/ADA/USEPA/US@EPA
Cc: Alice Gilliland/CI/USEPA/US@EPA
Date: 01/10/2013 04:21 PM
Subject: Fw: Discussions of Prospective Case Study

Have we seen this April 2012 draft MOU before?

U.S. FOIA Exempt (b) (5)

Perhaps we can chat Tuesday afternoon 1/15?

thanks,

Jeanne

From: "David P. Poole" <dpoole@rangeresources.com>
To: Avi Garbow/DC/USEPA/US@EPA
Cc: Scott Roy <sroy@rangeresources.com>, Bob
Sussman/DC/USEPA/US@EPA
Date: 12/17/2012 12:15 PM
Subject: RE: Discussions of Prospective Case Study

Avi, I thought it would be helpful for you to see the last version of the MOU that we exchanged with NETL before we went with the no site access strategy NETL requested. You'll note that, at least from Range's perspective, the only open issue was the indemnity issue. As provided in the draft that we had exchanged we were willing to live with indemnity expressly limited *to the extent permitted by law*. As reflected in my comment, we are also willing to add " **Range understands and acknowledges that, under applicable law, some or all of the Participants may be limited in what indemnity, if any, they can provide and that the terms of this provision do not extend beyond that indemnity which by law each individual Participant can perform.**"

I never received a substantive response to this proposal.

It would be very helpful to me if I could get a copy of the agreement reached with Chesapeake so I can see how that agreement deals with this issue. Bob mentioned it was handled with insurance requirements and we are certainly willing to consider that structure if that is better for EPA as long as the insurance provisions are reasonable. Thanks.

From: Sussman.Bob@epamail.epa.gov
[mailto:Sussman.Bob@epamail.epa.gov]
Sent: Friday, December 14, 2012 5:55 PM
To: David P. Poole; Scott Roy
Cc: Garbow.Avi@epamail.epa.gov; Briskin.Jeanne@epamail.epa.gov;
Trovato.Ramona@epamail.epa.gov; Maddox.Donald@epamail.epa.gov;
Hanley.Mary@epamail.epa.gov
Subject: Discussions of Prospective Case Study

In a recent conversation, Scott and I discussed making another effort to see if we can restructure the Washington County, PA prospective case study on a basis that would meet EPA's scientific needs while addressing Range's legal concerns.

We felt that a meeting in DC, with counsel and clients, would provide an

opportunity to ascertain whether we can come to closure quickly.

I will ask Don Maddox, my assistant, to find a workable time in early January for a 2-3 hour meeting.

In preparation, I suggest that our legal team confer with David to better delineate the issues and identify options for resolving them. Avi, could you take the lead in putting our lawyers in touch with David?

Thanks to all and have a good holiday. .

Robert M. Sussman
Senior Policy Counsel to the Administrator
Office of the Administrator
US Environmental Protection Agency

